

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.1
(ID # 21371)

MEETING DATE:
Tuesday, June 13, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Banning and KB HOME Coastal, Inc. for East Gilman Home Channel Line A, Stage 1 and East Gilman Home Debris Basin (Tract Map No. 33540), Project Nos. 5-0-00173 and 5-0-00174, Nothing Further is Required Under CEQA, District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) for approval of the Cooperative Agreement (Agreement) because all potentially significant environmental effects have been adequately analyzed and the potential impacts have been mitigated in a Mitigated Negative Declaration (SCH No. 2006041102) adopted by the Lead Agency (City of Banning) on September 26, 2006;

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

5/30/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, and Gutierrez
Nays: None
Absent: Spiegel, Perez
Date: June 13, 2023
xc: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the City of Banning ("City"), and KB HOME Coastal, Inc. ("Developer");
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return four (4) executed Agreements to the District.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: The Developer is funding all construction and construction inspection costs (100%)			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Tract Map No. 33540 are to be constructed by Developer and inspected, operated and maintained by the District, City and Developer.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection, and subsequent operation and maintenance of the East Gilman Home Channel Line A, Stage 1 and East Gilman Home Debris Basin facilities.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of a debris basin and the mainline storm drain systems that are greater than 36 inches in diameter, its associated rip rap outlet structure, spillway, stockpile area, access road and a 7-foot paved swale, concrete pads, slope protection barriers, signage and fencing. The City will assume ownership and responsibility for the operation and maintenance of the project's associated road culverts, inlets, connector pipes, curbs and gutters, catch basins, headwalls and various laterals that are 36 inches or less in diameter located within City rights of way. The Developer will retain ownership, operation and maintenance of approximately 502 lineal feet of 7-foot paved swales, certain retaining walls, v-ditches and wrought iron fences located within its rights of way.

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County Counsel has approved the Agreement as to legal form, and the City and Developer have executed the Agreement.

Environmental Findings

Pursuant to Section 15096 of the State California Environmental Quality Act (CEQA) Guidelines, Making Responsible Agency Findings, the District has considered the Initial Study/Mitigated Negative Declaration (IS/MND) that was prepared for Tentative Tract Map (SCH No. 2006041102) and certified by the Lead Agency (City of Banning). The District, in its limited capacity as a Responsible Agency, considered the IS/MND and independently finds that the IS/MND adequately covers the environmental impacts associated with the Agreement, including the transfer of necessary rights of way, inspection and subsequent operation and maintenance of the East Gilman Home Channel Line A, Stage 1 and East Gilman Home Debris Basin facilities. The District finds that the transfer of rights of way, inspection, acceptance, operation, and maintenance of the proposed facilities will not have a significant adverse impact on the environment. Moreover, given the lack of potential impacts related to this Agreement, the Project would also be deemed exempt pursuant to State CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that no potential environmental impacts could occur as this Agreement merely is for the transfer of rights of way, inspection, acceptance, operation, and maintenance of the proposed facilities. Therefore, no further analysis is required under CEQA is required for this Agreement.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract Map No. 33540. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

Additional Fiscal Information

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District maintained storm drain facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

MM:blm
P8/249924


Jason Farin, Principal Management Analyst

6/6/2023


Aaron Gettis, Deputy County Counsel

6/3/2023

COOPERATIVE AGREEMENT
East Gilman Home Channel Line A, Stage 1
East Gilman Home Debris Basin
Project Nos. 5-0-00173 and 5-0-00174
Tract Map No. 33540

This Cooperative Agreement ("Agreement"), dated as of June 13, 2023

is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Banning, a municipal corporation of the State of California ("CITY"), and KB Home Coastal, Inc., a California corporation ("DEVELOPER"). DISTRICT, CITY, and DEVELOPER individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. The legal description of Tract Map No. 33540 is provided in Exhibit "A" attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract Map No. 33540, related to the property, which is located in the city of Banning. As a condition of approval for Tract Map No. 33540, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements, related to Tract Map No. 33540, are identified in DISTRICT's Banning Master Drainage Plan ("MDP"), as shown on DISTRICT's Drawing No. 5-0237, and as shown in concept on Exhibit "B", attached hereto and made a part hereof and includes the construction of:

- i. East Gilman Home Channel Line A, Stage 1 ("LINE A STAGE 1"), which is comprised of approximately 834 lineal feet of underground storm drain,

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its associated riprap outlet structure and access road as shown in concept in "blue" in Exhibit "B". At the downstream terminus, LINE A STAGE 1 will connect to the proposed CITY culvert as shown on District Drawing No. 5-0237; and

- ii. East Gilman Home Debris Basin ("DEBRIS BASIN"), which is comprised of approximately 5.5 acres of basin, 57 lineal feet of underground reinforced concrete pipe, associated riprap, spillway, stockpile area as shown in concept cross-hatched in "red" in Exhibit "B", and a 7' wide paved swale as shown in concept in "magenta" in Exhibit "B"; and
- iii. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including but not limited to concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor, and subject to DISTRICT's inspection and approval.

D. Together, LINE A STAGE 1, DEBRIS BASIN and SAFETY DEVICES, are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

E. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of (i) approximately 85 lineal feet of underground reinforced concrete box and approximately 10 lineal feet of underground reinforced concrete box underneath roadway sections ("CULVERTS"), and (ii) certain inlets, connector pipes, curbs and gutters, catch basins, headwalls, and various lateral storm drains that are thirty-six inches (36") or less in diameter ("APPURTENANCES") within CITY right of way. CULVERTS and APPURTENANCES are hereinafter called "CITY FACILITIES"; and

F. CULVERTS maintenance responsibilities will be bifurcated between maintenance of CULVERTS structural integrity ("CULVERTS STRUCTURES") and maintenance of CULVERTS flow rates ("CULVERTS FLOW RATES"); and

G. Associated with the construction of DISTRICT DRAINAGE FACILITIES and CITY FACILITIES is the construction of approximately 502' of 7' wide paved swales, certain retaining walls, v-ditches, and wrought iron fences, hereinafter called "DEVELOPER FACILITIES". DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER and shall be subsequently owned and maintained by the Homeowners' Association ("HOA") for Tract Map No. 33540. In the event DEVELOPER does not transfer ownership, operation and maintenance to the HOA or DEVELOPER dissolves before the transfer to the HOA, maintenance of DEVELOPER FACILITIES will become the responsibility of CITY. In the event maintenance of DEVELOPER FACILITIES becomes the responsibility of CITY, CITY may form a Community Facilities District to help fund the maintenance of DEVELOPER FACILITIES identified on DISTRICT's Drawing No. 5-0237; and

H. Together, DISTRICT DRAINAGE FACILITIES, CITY FACILITIES and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

I. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES; and

J. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES; and

K. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and maintenance of CULVERTS FLOW RATES, provided DEVELOPER does all of the following: (a) complies with this Agreement, (b) prepares PROJECT plans in accordance with DISTRICT and CITY approved

plans and specifications and this Agreement, (c) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (d) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY FACILITIES, and (e) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and maintenance of CULVERTS FLOW RATES and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES including maintenance of CULVERTS STRUCTURES; and

L. CITY is willing to (a) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT DRAINAGE FACILITIES, (b) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES and the CULVERTS FLOW RATES within CITY rights of way, and (c) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES and CULVERTS STRUCTURES, excluding the maintenance of CULVERTS FLOW RATES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) calendar days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with i) the review and approval of IMPROVEMENT PLANS, ii) the review and approval of rights of way and conveyance documents, and iii) the processing and administration of this Agreement. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar days after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY's costs associated with i) the review and approval of IMPROVEMENT PLANS, ii) the review and approval of rights of way and conveyance documents, and iii) the processing and administration of this Agreement.

3. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

4. Provide CITY, upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 33540 or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with the CITY's municipal code ordinance, including any amendments thereto, for the estimated cost of construction of (i) DEVELOPER FACILITIES, as determined by CITY, (ii) DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and (iii) of CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds, shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY.

The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, the estimated cost of providing construction inspection for DISTRICT DRAINAGE FACILITIES in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.

6. Upon DISTRICT's and CITY approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

7. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT or CITY.

8. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

9. Upon DISTRICT's approval of IMPROVEMENT PLANS, certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section) and COUNTY. At minimum, the procured insurance coverages should adhere to the DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence operations until DISTRICT and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES, either in whole or in part, for said breach of this Agreement.

10. Upon DISTRICT and CITY approval of IMPROVEMENT PLANS, or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 33540 or any phase thereof, whichever occurs first, DEVELOPER shall furnish DISTRICT (Attention:

Plan Check Section) and CITY with sufficient evidence of DEVELOPER securing the necessary licenses, agreements, permits, approvals, rights of way, rights of entry, and temporary construction easements, as may be needed for the construction, inspection, operation and maintenance of PROJECT, as determined and approved by DISTRICT and CITY.

11. Upon DISTRICT and CITY approval of IMPROVEMENT PLANS, obtain, at its sole cost and expense, and provide DISTRICT (Attention: Plan Check Section), with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property(ies) described in the Irrevocable Offer(s).

12. Upon submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.11., furnish DISTRICT (Attention: Plan Check Section), with Preliminary Title Reports dated not more than thirty (30) calendar days prior to date of submission of all the property(ies) described in the Irrevocable Offer(s) of Dedication.

13. Prior to the start on any portion of PROJECT construction, furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar PROJECT plans and assign their ownership to DISTRICT and CITY, respectively.

14. After receiving DISTRICT's plan check, right of way and administrative clearance for PROJECT as set forth in Sections I.4 through I.13., notify DISTRICT (Attention: Construction Management Section) and CITY, with twenty (20) calendar days written notice of intent to start of construction of PROJECT, and include PROJECT's geotechnical firm, concrete lab/test firm, D-Load test forms, trench shoring/false work calculations and concrete mix designs

for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.3.

15. Prior to commencing construction, and at its sole cost and expense, obtain and furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

16. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

17. Comply with all Cal/OSHA safety regulations including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and COUNTY employees on the site.

18. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed, PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete and request that DISTRICT conduct a final

inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of CITY FACILITIES.

20. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation, and maintenance, convey, or cause to be conveyed to CITY the flood control easement(s) including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept cross-hatched in black on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property(ies) described in the easement(s) or grant deed(s).

21. At the time of recordation of the conveyance document(s) as set forth in Section I.20., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT; or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which in the sole discretion of DISTRICT are acceptable.

22. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the ownership, operation and maintenance of DEVELOPER FACILITIES until such time as the HOA for Tract Map No. 33540 accepts ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES. Additionally, DEVELOPER shall accept ownership, sole responsibility and all liability

whatsoever for the operation and maintenance of PROJECT until such time as: (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES and maintenance of CULVERTS FLOW RATES, (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES and maintenance of CULVERTS STRUCTURES. DISTRICT DRAINAGE FACILITIES and CITY FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT, for DISTRICT DRAINAGE FACILITIES, and CITY for CITY FACILITIES. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER. If, subsequent to the inspection and, in the sole discretion of CITY, CITY FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER. DEVELOPER shall continue to be responsible to own, operate and maintain DEVELOPER FACILITIES.

23. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) - stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) - stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the engineer shall review, stamp and sign the original IMPROVEMENT PLANS as "record drawings".

24. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

25. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.11.
5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice as set forth in Section I.14.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to DISTRICT's staff availability.

6. Reserves the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

7. Inspect construction of DISTRICT DRAINAGE FACILITIES.

8. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated (i) with the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, and (iii) the processing and administration of this Agreement.

9. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5. exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

10. Provide DISTRICT with a reproducible duplicate copy of "record drawings" of DISTRICT DRAINAGE FACILITIES plans upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawing" of DISTRICT DRAINAGE FACILITIES plans as set forth in Section I.23.

11. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to any inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

12. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.23., (iv) recordation of all conveyance documents described in Section I.20., (v) receipt of all required policies of title insurance described in Section I.21., (vi) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT and (vii) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

13. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES, provide CITY with (i) a reproducible duplicate copy of "record drawings" of constructed DISTRICT DRAINAGE FACILITIES, (ii) written notice that PROJECT is complete, and (iii) request CITY to release bonds held for DISTRICT DRAINAGE FACILITIES.

SECTION III

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction. CITY shall not request any modifications on the IMPROVEMENT PLANS without prior DISTRICT approval.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of the CITY's municipal code ordinance, including any amendments thereto, as set forth in Section I.4., for the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and of

CITY FACILITIES as determined by CITY and hold said bonds as provided in this Agreement. The surety, amount and form of the bonds shall list CITY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification that the PROJECT is complete, as set forth in Section II.13.

3. Request DEVELOPER to update the construction schedule, as deemed necessary.

4. Inspect PROJECT construction.

5. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

6. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

7. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

8. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s) including ingress and egress, to the rights of way as shown on Exhibit "D".

9. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES and maintenance of CULVERTS STRUCTURES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance; (ii) CITY's final inspection of CITY FACILITIES; and (iii) CITY's sole determination that CITY FACILITIES are in a satisfactorily maintained condition.

10. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES unless and until DEVELOPER performs all obligations under this Agreement. CITY may withhold acceptance for ownership and sole responsibility for the operation and maintenance of CITY FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

2. All construction work involved with PROJECT shall be inspected by DEVELOPER, DISTRICT and CITY but shall not be deemed complete until DISTRICT and

CITY mutually agree in writing that construction of PROJECT is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

3. CITY personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. In the event of a change in the existing site conditions that materially affects PROJECT function, DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITIES, or CITY'S ability to operate and maintain CITY FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT and CITY.

5. DEVELOPER shall complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, unless CITY and DISTRICT agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for (i) DISTRICT to terminate the Agreement and (ii) CITY to perform, or cause to perform, the remaining work on the PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. Should CITY perform the remaining work on the PROJECT under this section, DEVELOPER grants to CITY and CITY's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Tract Map No. 33540 to complete

construction and remaining work on PROJECT. This right of entry shall terminate when such construction and remaining work is complete. CITY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred.

6. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT DRAINAGE FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT or CITY designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on DISTRICT or CITY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and

shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto.

8. DEVELOPER shall indemnify, defend, and hold harmless, and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless, the DISTRICT, the County of Riverside, CITY (including each of their respective Agencies, Districts, Special Districts and Departments and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, contractors, agents and representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any acts, omissions, or services of DEVELOPER and/or DEVELOPER's construction contractor(s) (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitors") arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, the Indemnitees, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of its own choice and may adjust, settle, compromise any such claim only with prior consent of DISTRICT, the County of Riverside and CITY. Any such adjustment, settlement or compromise shall not in any

manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

10. DEVELOPER and DEVELOPER's construction contractor(s) indemnification obligations hereunder shall be satisfied when DEVELOPER or DEVELOPER's construction contractor(s) has provided to DISTRICT and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT, the County of Riverside, and CITY from any liability for the claim, proceeding or action involved.

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

12. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT, County of Riverside,

or CITY, (including, their officers, agents and employees) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT, after the acceptance of PROJECT by DISTRICT and CITY.

14. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement of any other Party shall not be construed as in any manner changing the terms hereof or estopping such Party from enforcement hereof.

15. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contract Services Section

To CITY: CITY OF BANNING
99 E. Ramsey Street
Banning, CA 92220
Attn: Kevin Sin

To DEVELOPER: KB HOME COASTAL, INC.
36310 Inland Valley Drive
Wildomar, CA 92595
Attn: Vernell Williams

16. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

18. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

19. The provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

20. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

21. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

22. In the event DEVELOPER sells Tract Map No. 33540, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than 30 calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map No. 33540 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement to the new owner(s) of Tract Map No. 33540.

23. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel, and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

24. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

//

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

4/13/2023

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
JASON E. UHLEY
General Manager-Chief Engineer

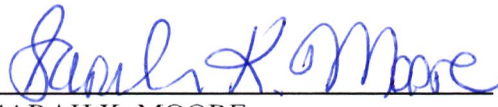
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

COUNTY COUNSEL

KIMBERLY RECTOR
Clerk of the Board

By 
SARAH K. MOORE
Deputy County Counsel

By 
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:
East Gilman Home Channel Line A, Stage 1
East Gilman Home Debris Basin
Project Nos. 5-0-00173 and 5-0-00174
Tract Map No. 33540
AMR:rlp
04/24/23

JUN 13 2023 11.1

RECOMMENDED FOR APPROVAL:

CITY OF BANNING

By ALBERTO SANCHEZ
Mayor

APPROVED AS TO FORM:

ATTEST:

By Serita Young
SERITA YOUNG
City Attorney

By Marie Calderon
MARIE CALDERON
City Clerk

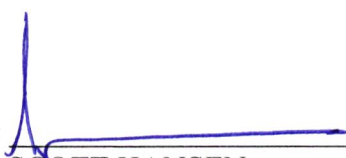
(SEAL)



Cooperative Agreement:
East Gilman Home Channel Line A, Stage 1
East Gilman Home Debris Basin
Project Nos. 5-0-00173 and 5-0-00174
Tract Map No. 33540
AMR:rlp
04/24/23



KB HOME COASTAL, INC.,
a California corporation

By 
SCOTT HANSEN
Vice President

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Cooperative Agreement:
East Gilman Home Channel Line A, Stage 1
East Gilman Home Debris Basin
Project Nos. 5-0-00173 and 5-0-00174
Tract Map No. 33540
AMR:rlp
04/24/23

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California }

County of Riverside }

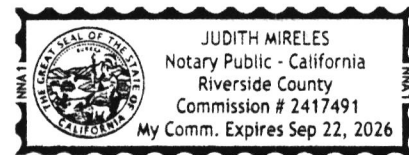
On April 26, 2023 before me, Judith Mireles, Notary Public, personally appeared Scott Hansen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Judith Mireles, Notary Public



(SEAL)

1. The first part of the document is a list of the names of the members of the committee who were appointed to study the problem of the...
2. The second part of the document is a list of the names of the members of the committee who were appointed to study the problem of the...
3. The third part of the document is a list of the names of the members of the committee who were appointed to study the problem of the...

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BANNING, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A1:

LOTS 1 THROUGH 42 INCLUSIVE AND LETTERED LOT L OF TRACT 13360, IN THE CITY OF BANNING, AS SHOWN BY MAP RECORDED IN BOOK 107, PAGE 91 THROUGH 94, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN(s): 535-311-006-6 THROUGH 535-311-023-1, INCLUSIVE; 535-311-029-7; 535-312-001-4 THROUGH 535-312-024-5, INCLUSIVE

PARCEL A2:

LETTERED LOTS G, H, I, J AND K OF TRACT 13360, IN THE CITY OF BANNING, AS SHOWN BY MAP RECORDED IN BOOK 107, PAGE 91 THROUGH 94, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

PARCEL 1, PARCEL MAP 78-4, IN THE CITY OF BANNING, RECORDED IN BOOK 51, PAGE 18 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN(s): 535-110-002-1

PARCEL C:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SECTION 5 WHICH BEARS SOUTH 00°18'00" EAST, 1,290.00 FEET FROM THE EASTERLY QUARTER OF SAID SECTION 5, WHICH POINT ALSO BEARS NORTH 00°18'00" WEST, 30.00 FEET FROM THE 1/16 CORNER; THENCE SOUTH 89°34'30" WEST, 309.07 FEET; THENCE NORTH 31°23'00" WEST, 575.93 FEET; THENCE NORTH 01°23'00" WEST, 338.77 FEET; THENCE NORTH 65°12'41" EAST, 664.49 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID SECTION 5, WHICH POINT BEARS NORTH 00°18'00" WEST, 1,100.00 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 00°18'00" EAST, ALONG SAID EASTERLY LINE OF SECTION 5, 1,100.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE PORTION THEREOF PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION, DISTANT 707.01 FEET NORTH OF THE INTERSECTION OF THE CENTER LINE OF GILMAN STREET WITH THE EAST LINE OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION, 151.21 FEET; THENCE NORTH 59°17'00" WEST, 194.29 FEET; THENCE SOUTH 30°43'00" WEST, 130.00 FEET; THENCE SOUTH 59°17'00" EAST, 271.50 FEET TO THE POINT OF BEGINNING.

APN(s): 535-070-014-9

PARCEL D:

EXHIBIT A
(Continued)

PARCELS 2 AND 3, AS SHOWN BY PARCEL MAP NO. 78-4 ON FILE IN BOOK 51, PAGE 18 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 2 AND PARCEL 3 AS SHOWN ON PARCEL MAP NO. 78-4, AS SHOWN BY MAP ON FILE IN BOOK 51, PAGE 18 THEREOF, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 89°56'30" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCELS 2 AND 3, A DISTANCE OF 1,480.85 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3, A DISTANCE OF 1,480.85 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3; THENCE NORTH 00°04'41" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 335.00 FEET; THENCE SOUTH 89°56'30" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 04°04'41" EAST, A DISTANCE OF 33.00 FEET; THENCE SOUTH 89°56'30" WEST, A DISTANCE OF 730.00 FEET; THENCE NORTH 00°04'41" EAST, A DISTANCE OF 13.90 FEET; THENCE SOUTH 75°57'54" WEST, A DISTANCE OF 105.29 FEET; THENCE NORTH 14°02'06" WEST, A DISTANCE OF 38.45 FEET; THENCE SOUTH 75°57'54" WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 60°47'29" WEST, A DISTANCE OF 86.77 FEET; THENCE SOUTH 28°45'04" EAST, A DISTANCE OF 22.90 FEET; THENCE SOUTH 59°59'57" WEST, A DISTANCE OF 296.69 FEET; THENCE NORTH 35°23'16" WEST, A DISTANCE OF 18.70 FEET; THENCE NORTHWESTERLY ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,000.00 FEET, THROUGH AN ANGLE OF 07°27'13", AN ARC LENGTH OF 130.09 FEET; THENCE NORTH 27°56'03" WEST, A DISTANCE OF 145.60 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 2; THENCE SOUTH 00°04'15" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 445.46 FEET TO THE POINT OF BEGINNING.

APN(s): 535-110-006-5; 535-110-011-9; 535-110-012-0

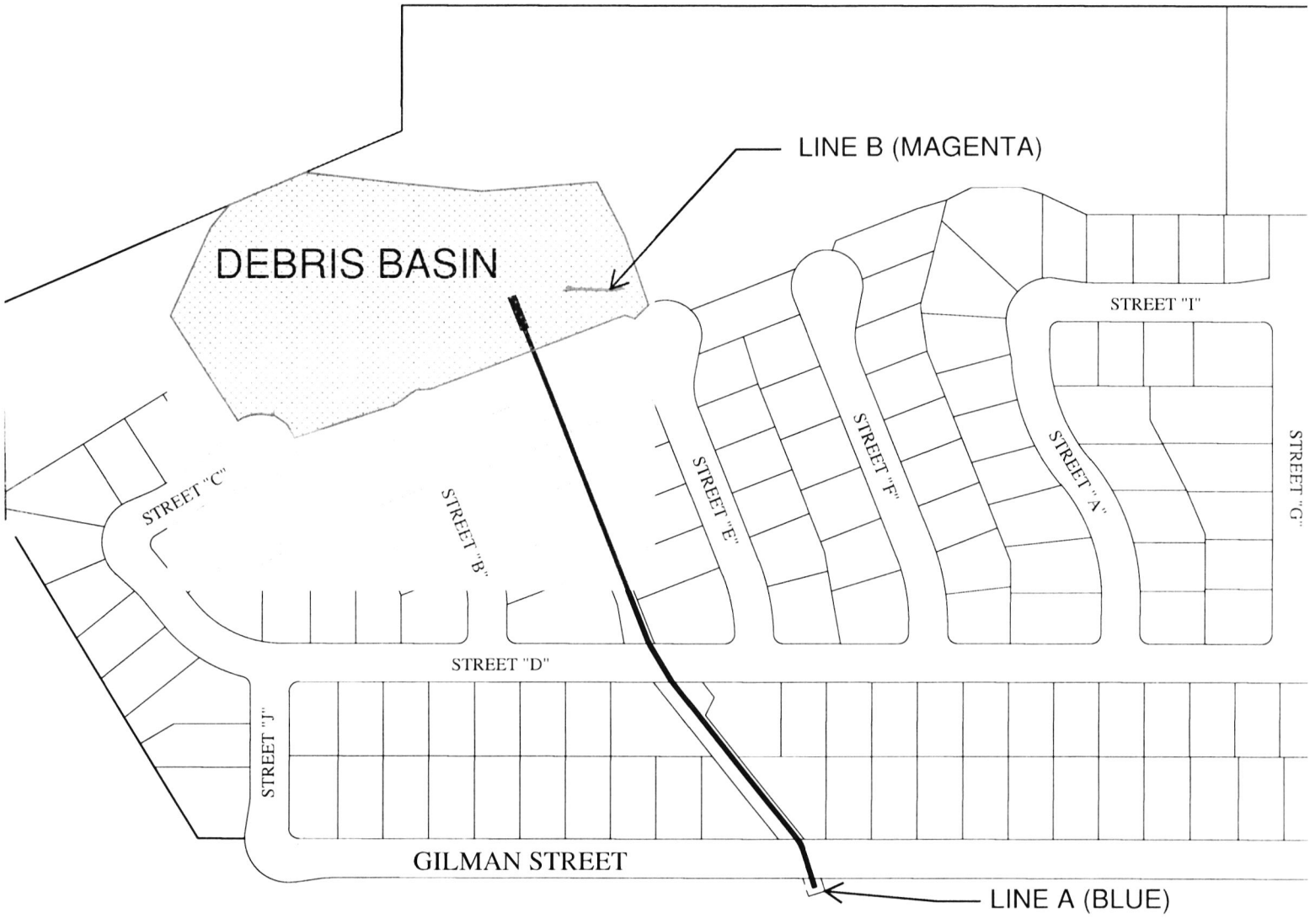
PARCEL E:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:



STARTING AT A POINT IN THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, WHICH POINT IS THE INTERSECTION OF THE CENTER LINE OF GILMAN STREET WITH THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF SEVEN HUNDRED SEVEN AND ONE HUNDREDTH (707.01) FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE OF SAID SECTION 5, A DISTANCE OF ONE HUNDRED FIFTY-ONE AND TWENTY ONE HUNDREDTHS (151.2) FEET; THENCE NORTH 59°17' WEST, ALONG A STRAIGHT LINE, A DISTANCE OF ONE HUNDRED NINETY-FOUR AND TWENTY-NINE HUNDREDTHS (194.29) FEET; THENCE SOUTH 30°43' WEST ALONG A STRAIGHT LINE, A DISTANCE OF ONE HUNDRED THIRTY (130) FEET; THENCE SOUTH 59°17' EAST, ALONG A STRAIGHT LINE, A DISTANCE OF TWO HUNDRED SEVENTY-ONE AND FIFTY HUNDREDTHS (271.50) FEET TO THE TRUE POINT OF BEGINNING.

APN(s): 535-070-025-9

EXHIBIT "B"



LEGEND

-  LINE A
-  LINE B

COOPERATIVE AGREEMENT
Tract Map No. 33450
East Gilman Home Channel Line A, Stage 1
Project No. 5-0-00173
East Gilman Home Debris Basin
Project No. 5-0-00174



SCALE: 1=250'

EXHIBIT C

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

COOPERATIVE AGREEMENT

East Gilman Home Channel Line A, Stage 1

East Gilman Home Debris Basin

Project Nos. 5-0-00173 and 5-0-00174

Tract Map No. 33540

Page 1 of 5

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

COOPERATIVE AGREEMENT

East Gilman Home Channel Line A, Stage 1

East Gilman Home Debris Basin

Project Nos. 5-0-00173 and 5-0-00174

Tract Map No. 33540

Page 2 of 5

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days

COOPERATIVE AGREEMENT

East Gilman Home Channel Line A, Stage 1

East Gilman Home Debris Basin

Project Nos. 5-0-00173 and 5-0-00174

Tract Map No. 33540

Page 3 of 5

written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently

required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

COOPERATIVE AGREEMENT

East Gilman Home Channel Line A, Stage 1

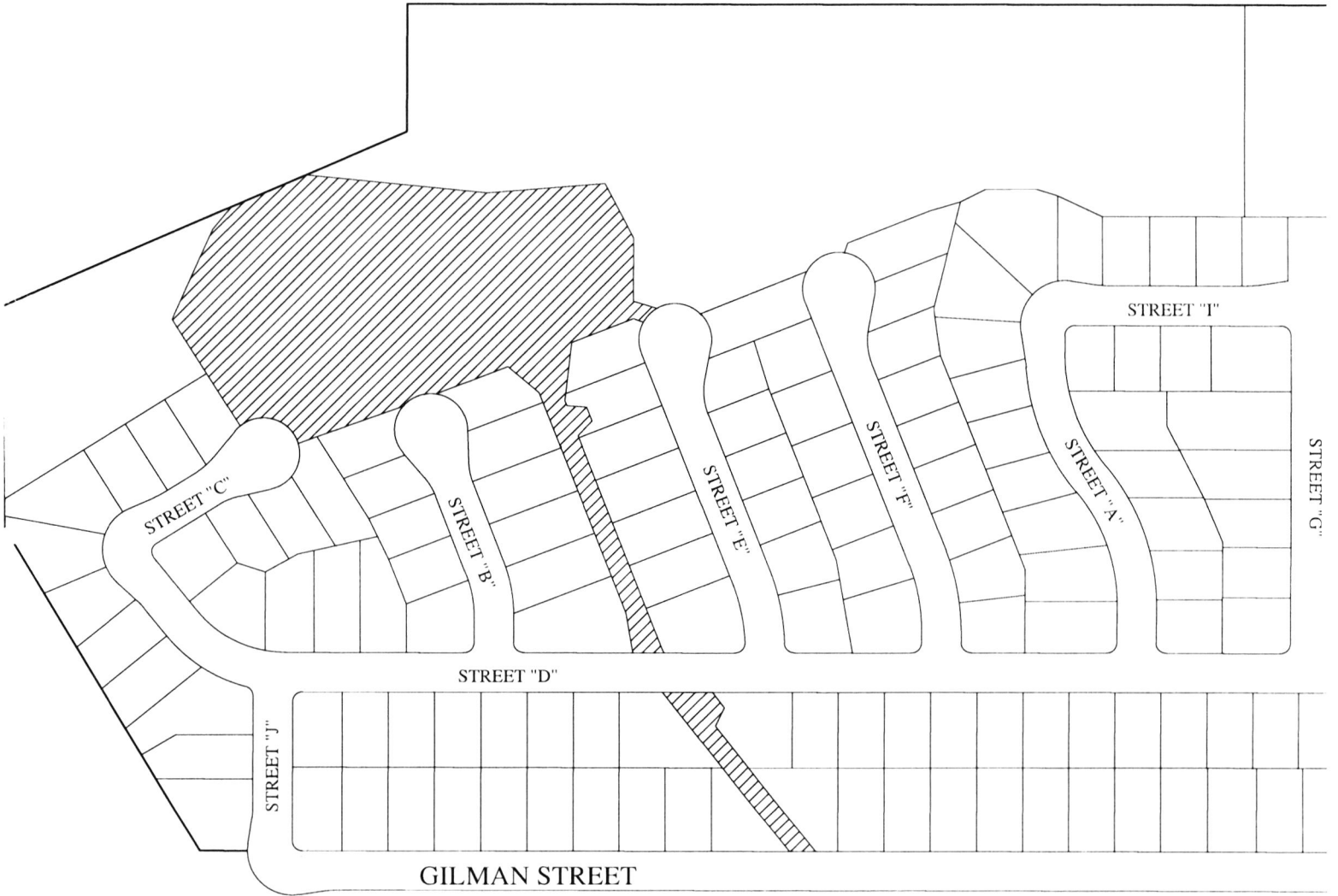
East Gilman Home Debris Basin

Project Nos. 5-0-00173 and 5-0-00174

Tract Map No. 33540

Page 5 of 5

EXHIBIT "D"



LEGEND

 CROSS-HATCH EASEMENT

COOPERATIVE AGREEMENT

Tract Map No. 33450
East Gilman Home Channel Line A, Stage 1
Project No. 5-0-00173
East Gilman Home Debris Basin
Project No. 5-0-00174



SCALE: 1=250'